### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Communication Academy Corporation Attention: Jackson Chow		
Address: 7337 Bollinger Road, #E Cupertino, CA 95014	Tax ID Number: -	
Phone Number: (408) 777-8876		

This Agreement for Recreation Services is made by and between the City of Milpitas; a municipal corporation of the State of California ("City") and <u>Communication Academy Corporation</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August 31, 2015</u>, in Milpitas, California.

- Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Educational Writing, Speaking and Math Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: \_70\_% of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings \_\_5\_ Minimum Participants \_\_4\_

### Maximum Participants 8

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- 7. <u>Insurance.</u> Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. \_\_\_\_\_Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

- 18. <u>No Oral Modification</u>. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
- 19. <u>Severability</u>. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:		
	Date:	
[Communication Academy (Jackson Chow)]		
CITY OF MILPITAS, CALIFORNIA		
By:	Date:	

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

### Instructor

Communication Academy Attention: Jackson Chow 7337 Bollinger Road #E Cupertino CA 95014

Instructor ID: SSN:

### Home Phone:

**Letter of Agreement** 

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days		# Up-front Prep.Hrs.	
2124 - Pre-Public Speaking Club: Confident Self Camp Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
Gene	eral Rate: <sup>70.</sup>	0000% of key fees	3			•				
2125 - Pre-Public Speaking Club: Confident Self Camp Cracolice Game Room	2015 Summer		Mon Jul 27-Fri Jul 31 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
Gene	eral Rate: <sup>70.</sup>	0000% of key fees	3							
2126 - Public Speaking Club: Creative Interpretation Camp Cracolice Game Room	2015 Summer		Mon Jul 20-Fri Jul 24 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
Gene	ral Rate: <sup>70.6</sup>	0000% of key fees	3							
2127 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 9:30 AM-12:00 PM	Yes		0	0	0.00	0.00	0.00
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees	3							
2128 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 9:30 AM-12:00 PM	Yes		1	5	12.50	0.00	0.00
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees								
2129 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Jul 13-Fri Jul 17 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees								
2130 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Jun 15-Fri Jun 19 9:30 AM-12:00 PM	Yes		1	5	12.50	0.00	0.00
Gene	ral Rate: 70.0	0000% of key fees								

2131 - Academic Writing: Journalism Camp Cracolice Game Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:30 AM-12:00 PM	Yes	1	5 12.50	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	es					
2132 - Academic Writing: Journalism Camp Cracolice Game Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:30 AM-12:00 PM	Yes	1	5 12.50	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	es					
2133 - Academic Reading: Book Club Camp Cracolice Game Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:30 AM-12:00 PM	Yes	1	5 12.50	0.00	0.00
Gene	ral Rate: 70.0000% of key fee	s					
2134 - Debate/Critical Thinking: Student Congress Camp Cracolice Game Room	2015 Summer	Mon Jun 15-Fri Jun 19 1:00 PM-3:30 PM	Yes	1	5 12.50	0.00	0.00
Gene	ral Rate: 70.0000% of key fee	S					
2135 - Pre-Public Speaking & Mati Olympiad Camp Cracolice Game Room	h 2015 Summer	Mon Aug 3-Fri Aug 7 9:30 AM-3:30 PM	Yes	1	5 30.00	0.00	0.00
Gene	ral Rate: <sup>70.0000</sup> % of key fee	s					
2136 - Pre-Public Speaking & Academic Writing Camp Cracolice Game Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:30 AM-3:30 PM	Yes	1.	5 30,00	0.00	0.00
Gene	ral Rate: <sup>70.0000</sup> % of key feet	,					
2137 - Academic Reading & Math Olympiad Camp Cracolice Game Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:30 AM-3:30 PM	Yes	1	5 30.00	0.00	0.00
Gene	ral Rate: <sup>70.0000</sup> % of key fees	3					
2138 - Debate & Math Olympiad Camp Cracolice Game Room	2015 Summer	Mon Jun 15-Fri Jun 19 9:30 AM-3:30 PM	Yes	<b>∤1</b> ↔	5 30,00	0.00	0,00
Gener	al Rate: 70.0000% of key fees	3					
2139 - Public Speaking & Academic Writing Camp Cracolice Game Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:30 AM-3:30 PM	Yes	1	5 30.00	0.00	0.00
Gener	al Rate: 70.0000% of key fees	r					

### Vendor Number 15729

## City of Milpitas 455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page \_\_\_ of \_\_\_

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Signature signifies certification that funds are available and need of services	Date Requested:	by: ( ) 00 H Ext.	Date Required: Requested by:	Check box to	are to	Check box if attachments
		)	408-777-8876	4	Cupertino, CA 95014	Cupertino
			Telephone Fax#		. Zip Code	City, State & Zip Code
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s Department Head Approvals Approval Date	Special Instructions		Reason For Recommendation Ship To	Recolliniended Supplier / Contact / Street Address	red outplier	Vecculitiesin

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Mad Doug, Inc, aka Mad Science of the Bay Area	,		
41324 CHRISTY STREET			
Address: 5409 Central Avenue, Suite 6	Tax ID Number:		
Newark, CA 94560 FRED OUT		94	3316247
Phone Number: (877) 390-5437			

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Mad Doug, Inc.</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 1, 2015</u> to <u>September 30, 2015</u>, in Milpitas, California.

- 1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Various Science Camps and Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: \_70\_% of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings \_\_5
Minimum Participants \_\_10
Maximum Participants \_\_20

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. <u>Severability</u>. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:	
Susan W. Crawford President	Date: 6/3/15
[Mad Doug, Inc]	
CITY OF MILPITAS, CALIFORNIA	r 1
By: Kenei Forentien	Date: (0/4/15

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Mad Science Of Bay Area Susan Crawford 41324 Christy Street Fremont CA 94538

Instructor ID:

SSN:

Home Phone: (408) 262-5437

### **Letter of Agreement**

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es).

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor Role	ctor # Weeks	# Days		# Up-front Prep.Hrs.	Ongoing
2094 - Spy Academy Adobe Building	2015 Summer		Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes	1	5			
Ger	eral Rate: <sup>70.</sup>	0000% of key	y fees						
2095 - Wacky Robots & Widgets Adobe Building	2015 Summer		Mon Jul 20-Fri Jul 24 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
Ger	eral Rate: <sup>70.</sup>	0000% of key	/ fees						
2096 - Fizz-ical Phenomena & Che-mystery Adobe Building	2015 Summer		Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
Ger	eral Rate: <sup>70.</sup>	0000% of key	rfees						
2097 - Little Green Thumbs Adobe Building	2015 Summer		Mon Jun 29-Thu Jul 2 9:00 AM-12:00 PM	Yes	1	4	12.00	0.00	0.00
Ger	eral Rate: <sup>70.</sup>	0000% of key	r fees						
2098 - NASA: Journey Into Outer Space Adobe Building	2015 Summer		Mon Jun 29-Thu Jul 2 1:00 PM-4:00 PM	Yes	1	4	12.00	0.00	0.00
Gen	eral Rate: <sup>70.0</sup>	0000% of key	fees						
2101 - Eco-Explorers Adobe Building	2015 Summer		Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
Gen	eral Rate: <sup>70.0</sup>	0000% of key	fees						
2102 - Eureka! Young Inventors' Camp Adobe Building	2015 Summer		Mon Aug 3-Fri Aug 7 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00

General Rate: 70.0000% of key fees

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

2103 - Reactions In ActionI Adobe Building

2015 Summer

Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM

Yes

5 30.00

0.00

0.00

General Rate: 70.0000% of key fees

2104 - Jet Cadets

Adobe Building

2015 Summer Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM

Yes

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0.00

0.00

General Rate: 70.0000% of key fees

Vendor Number

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page \_\_\_ of \_\_\_

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Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	Date Requested:	Ext. 3228	Requested by: ( ) A H	Date Required:	Check box to send PO to vendor		Check box if attachments are to the sent with PO
			)	877-390-5437		4538	Fremont, CA 94538
			Fax#	Telephone		Code	City, State & Zip Code
Department Head Approvals   Approval Date   Ap	Special Instructions		Ship To City of Milpitas Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035	Reason For Recommendation	Mad Science of Bay Area Attention: Susan Crawford 41324 Christy Street	upplier / Conta of Bay Area an Crawford Street	Mad Science of Bay Area Mad Science of Bay Area Attention: Susan Crawford 41324 Christy Street

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Barry Poole	
Address: 1947 Half Pence Way San Jose, CA 95132	Tax ID Number: 566 - 61 - 6073
Phone Number: (408) 569-3109	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Barry Poole</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August 31, 2105</u>, in Milpitas, California.

- 1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Tennis Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: 70 % of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings 1, 4, 5, 10
Minimum Participants 1, 3, 5, 6
Maximum Participants 18, 20, 24

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- 7. <u>Insurance</u>. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. <u>ORO</u> Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. <u>Noncompliance and Equal Opportunity</u>. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

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CITY OF MILPITAS, CALIFORNIA

5/26/2015

Date:

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

**Barry Poole** 1947 Half Pence Wy San Jose CA 95132

Instructor ID:

SSN:

Home Phone: (408) 926-1947

### **Letter of Agreement**

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor Instructor Role	# Weeks	# Days	90:11		# Ongoing Prep.Hrs.	
2334 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Wed May 6-Sat Aug 8 3:30 PM-4:15 PM	Yes	0	0	0.00	0.00	0.00	
Gene	eral Rate: <sup>70.</sup>	0000% of key fee	s							
2335 - Quick Start Slams Hall Tennis Court #1	2015 Summer		Sat Jun 6-Sat Jun 27 11:30 AM-12:15 PM	Yes	4	12	9.00	0.00	0.00	
Gene	eral Rate: <sup>70.</sup>	0000% of key fee:	s							
2336 - Quick Start Slams Hall Tennis Court #2	2015 Summer	:	Sat Jul 11-Sat Aug 8 11:30 AM-12:15 PM	Yes	5	15	11.25	0.00	0.00	
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees								
2337 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Mon Jun 1-Wed Jul 1 3:30 PM-4:15 PM	Yes	5	30	22.50	0.00	0.00	
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees	S							
2338 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Mon Jul 6-Wed Aug 5 3:30 PM-4:15 PM	Yes	5,	30	22.50	0.00	0.00	
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees	•							
2340 - Junior Stars Tennis Hall Tennis Court #3	2015 Summer		Sat Jun 6-Sat Aug 8 4:00 PM-5:30 PM	Yes	0	0	0.00	0.00	0.00	
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees	3							
2341 - Junior Stars Tennis Hall Tennis Court #3	2015 Summer		Sat Jun 6-Sat Jun 27 1:30 PM-3:00 PM	Yes	4	12	18.00	0.00	0.00	
Gene	ral Rate: <sup>70.0</sup>	0000% of key fees	;							

2342 - Junior Stars Tennis Hall Tennis Court #	2015 #2 Summer	Sat Jul 11-Sat Aug 8 1:30 PM-3:00 PM	Yes	5	15 22.50	0.00	0.00
	General Rate: 70.0000% of key fe	es					
2344 - Junior Stars Tennis Hall Tennis Court #		Tue Jul 7-Thu Aug 6 4:00 PM-5:30 PM	Yes	5	30 45.00	0.00	0.00
	General Rate: 70.0000% of key fee	es					
2345 - Satellites Hall Tennis Court #		Mon Jun 1-Sat Aug 8 12:30 PM-1:30 PM	Yes	0	0 0.00	0.00	0.00
	General Rate: <sup>70.0000</sup> % of key fee	es					
2346 - Satellites Hall Tennis Court #		Sat Jun 6-Sat Jun 27 12:30 PM-1:30 PM	Yes	4	12 12.00	0.00	0.00
	General Rate: <sup>70.0000</sup> % of key fee	es					
2347 - Satellites Hall Tennis Court #		Sat Jul 11-Sat Aug 8 12:30 PM-1:30 PM	Yes	5	15 15.00	0.00	0.00
,	General Rate: <sup>70.0000</sup> % of key fee	es					
2349 - Satellites Hall Tennis Court #		Mon Jul 6-Wed Aug 5 4:30 PM-5:30 PM	Yes	5	30 30.00	0.00	0.00
	General Rate: 70.0000% of key fee	98					
2350 - Adult Basic Tennis Hall Tennis Court#		Wed Jun 3-Sat Aug 8 10:00 AM-11:30 AM	Yes	0	0 0.00	0.00	0.00
•	General Rate: <sup>70.0000%</sup> of key fee	es					
2351 - Adult Basic Tennis Hall Tennis Court#		Sat Jun 6-Sat Jun 27 10:00 AM-11:30 AM	Yes	4	12 18.00	0.00	0.00
	General Rate: <sup>70.0000</sup> % of key fee	s					
2352 - Adult Basic Tennis Hall Tennis Court #3		Sat Jul 11-Sat Aug 8 10:00 AM-11:30 AM	Yes	5	15 22.50	0.00	0.00
(	General Rate: <sup>70,0000</sup> % of key fee	S					
2353 - Adult Basic Tennis Hall Tennis Court #2		Wed Jun 3-Wed Jul 1 7:00 PM-8:30 PM	Yes	5	15 22.50	0.00	0.00
	General Rate: 70.0000% of key fee	s					

2354 - Adult Basic Tennis Hall Tennis Court #1	2015 Summer	Wed Jul 8-Wed Aug 5 7:00 PM-8:30 PM	Yes	5	15 22.50	0.00	0.00
Gen	eral Rate: 70.0000% of key fe	es					
2372 - Private Tennis Lessons - June Hall Tennis Court #1 Gen	2015 Summer eral Rate: <sup>70.0000</sup> % of key fe	Tue Jun 2-Tue Jun 30 6:00 PM-8:00 PM	Yes	0	0.00	0.00	0.00
2373 - Private Tennis Lessons - July Hall Tennis Court #1	2015 Summer	Wed Jul 1-Fri Jul 31 10:00 AM-12:00 PM	Yes	0	0 0.00	0.00	0.00
Gen	eral Rate: <sup>70.0000</sup> % of key fee	es					
2374 - Private Tennis Lessons - August Hall Tennis Court #1	2015 Summer	Sat Aug 1-Mon Aug 31 10:00 AM-12:00 PM	Yes	0	0.00	0.00	0.00
Gen	eral Rate: <sup>70.0000</sup> % of key fee	98					
2376 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jun 8-Fri Jul 31 9:00 AM-12:00 PM	Yes	0	0.00	0.00	0.00
Gene	eral Rate: <sup>70.0000%</sup> of key fee	es					
2377 - Stars Tennis Camp Hall Tennis Court #3	Summer	Mon Jun 8-Fri Jun 12 9:00 AM-12:00 PM	Yes	4 . <b>1</b>	5 45.00	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	9S					
2378 - Stars Tennis Camp Hall Tennis Court #2	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes	1 1	5 45.00	0.00	0.00
Gene	eral Rate: <sup>70.0000</sup> % of key fee	es					
2380 - Stars Tennis Camp Hall Tennis Court #1	Summer	Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes	1 1	5 45.00	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	s					
2381 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jun 29-Thu Jul 2 9:00 AM-12:00 PM	Yes	1 1:	2 36.00	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	s					
2382 - Stars Tennis Camp Hall Tennis Court #3	2015 Summer	Mon Jul 6-Fri Jul 10 9:00 AM-12:00 PM	Yes	1 18	5 45.00	0.00	0.00
Gene	ral Rate: 70.0000% of key fee	S					

2384 - Stars Tennis Camp Hall Tennis Court #2	2015 Summer	Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes	1	15 45.00	0.00	0.00
Ger	neral Rate: <sup>70,0000</sup> % of key	fees					
2386 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jul 20-Fri Jul 24 9:00 AM-12:00 PM	Yes	1	15 45.00	0.00	0.00
Ger	neral Rate: 70.0000% of key t	fees					
2387 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-12:00 PM	Yes	1	15 45.00	0.00	0.00
Ger	neral Rate: 70.0000% of key f	fees					
2397 - USTA Jr. League Team Tennis 1 Hall Tennis Court #2	2015 Summer	Thu Jun 11-Thu Jul 16 1:00 PM-3:00 PM	Yes	0	0 0.00	0.00	0.00
Ger	neral Rate: <sup>70.0000</sup> % of key f	ees					
2398 - USTA Jr. League Team Tennis 1 Hall Tennis Court#1	2015 Summer	Thu Jun 11-Thu Jun 11 1:00 PM-3:00 PM	Yes	1	3 6.00	0.00	0.00
Gen	neral Rate: <sup>70.0000%</sup> of key f	ees					
2399 - USTA Jr. League Team Tennis 1 Hall Tennis Court #1	2015 Summer	Thu Jun 18-Thu Jun 18 1:00 PM-3:00 PM	Yes	<b>1</b>	3 6.00	0.00	0.00
Gen	eral Rate: 70.0000% of key for	ees					
2400 - USTA Jr. League Team Tennis 1 Hall Tennis Court #2	2015 Summer	Thu Jun 25-Thu Jun 25 1:00 PM-3:00 PM	Yes	1	3 6.00	0.00	0.00
Gen	eral Rate: 70.0000% of key for	ees					
2401 - USTA Jr. League Team Tennis 1 Hall Tennis Court #3 Gen	2015 Summer eral Rate: <sup>70.0000</sup> % of key fe	Thu Jul 9-Thu Jul 9 1:00 PM-3:00 PM ees	Yes	1	3 6.00	0.00	0.00
2402 - USTA Jr. League Team Tennis 1 Hall Tennis Court #1	2015 Summer	Thu Jul 16-Thu Jul 16 1:00 PM-3:00 PM	Yes	1	3 6.00	0.00	0.00
Gen	eral Rate: <sup>70.0000</sup> % of key fe	ees					

2403 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer	Fri Jun 12-Fri Jul 17 1:00 PM-3:00 PM	Yes	0	0	0.00	0.00	0.00
Gene	eral Rate: <sup>70.0000</sup> % of key fee	s						
2405 - USTA Jr. League Team Tennis 2 Hall Tennis Court #1	2015 Summer	Fri Jun 19-Fri Jun 19 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	S						
2406 - USTA Jr. League Team Tennis 2 Hall Tennis Court #1	2015 Summer	Fri Jun 26-Fri Jun 26 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
Gene	eral Rate: 70.0000% of key fee	3						
2407 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer	Fri Jul 10-Fri Jul 10 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
Gene	ral Rate: 70.0000% of key fees	3						
2408 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer ral Rate: <sup>70.0000</sup> % of key fees	Fri Jul 17-Fri Jul 17 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
Conc	idi Nato.							

City of Milpitas 455 E. Calaveras Blvd., Milpitas CA 95035

Vendor Number 27910

# Purchase Order Requisition Page \_\_ of \_\_

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Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project.	Date Requested:	Ext.	Requested by:	Date Required:	Check box to send PO		Check box if attachments are to	Check box if attachments
			)	408-569-3109		5132	San Jose, CA 95132	San J
			Fax#	Telephone		ode	City, State & Zip Code	City, St
Repartment Head Approvals Approval Date  Approval Date  Approval Date	Special Instructions		Ship To City of Milpitas Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035	Reason For Recommendation	Barry Poole 1947 Half Pence Way	e Way	Barry Poole 1947 Half Pence Way	Barry 1947

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Irene Saxe, Harmony Makers	
Address: 241 Barbara Drive Los Gatos, Ca 95132	Tax ID Number: 46-3769122
Phone Number: (408) 813-3043	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Irene Saxe</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August 31, 2105</u>, in Milpitas, California.

- 1. <u>Independent Contractor.</u> At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Music Together and Ukulele Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: \_\_70\_\_% of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings 7 and 10
Minimum Participants 4, 6
Maximum Participants 8, 12

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. <u>Governing Law and Venue.</u> The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. <u>Severability</u>. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:	
Irêne 1/ Sert	Date: 5/25/15
[Irene Saxe, Harmony Makers]	,
CITY OF MILPITAS, CALIFORNIA	1.1
By: Kence Horentzen	Date: Le/4/15
· Moreo	•

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Irene Saxe 241 Barbara Dr Los Gatos CA 95032

Instructor ID:

SSN:

Home Phone: (408) 813-3043

### **Letter of Agreement**

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

-	-			_	, ,			#	#	#
Activity Number - Name/Location	Season	Term	Date and Time	Prima Instru	ary Instru uctor Role	# Weeks	# Days	Gen.	Up-front	Ongoing Prep.Hrs.
1993 - Music Together	2015		Tue Jun 9-Sat Aug 22	Ye	s	0	0	0.00	0.00	0.00
MCC Large Meeting	Summer		9:30 AM-10:15 AM							
Room										
Ger	neral Rate: <sup>70.0</sup>	000% of key fee	S							
1994 - Music Together	2015		Tue Jun 9-Tue Aug 18	Ye	3	10	10	7.50	0.00	0.00
MCC Large Meeting Room	Summer		9:30 AM-10:15 AM							
	neral Rate: <sup>70.0</sup>	000% of key fee	s							
33.										
1995 - Music Together  MCC Large Meeting	2015 Summer		Tue Jun 9-Tue Aug 18 10:30 AM-11:15 AM	Yes	i	10	10	7.50	0.00	0.00
Room										
그 호텔 하기 그림은 그렇다.	eral Rate: 70.0	000% of kev fee	3							
	ierai Kate:									
4000 14 T	0045			.,						**************************************
1996 - Music Together MCC Large Meeting	2015 Summer		Tue Jun 9-Tue Aug 18 11:30 AM-12:15 PM	Yes	•	10	10	7.50	0.00	0.00
Room	Carimici		11.50 AW-12.151 W							
_	eral Rate: 70.00	300% of key fee	2							
Gen	eral Rate: ' ' '	50070 of Key lee.	,							
1997 - Music Together	2015		Wed Jun 10-Wed Aug	Yes		10	10	7.50	0.00	0.00
MCC Large Meeting	Summer		19	103		10	10	7.50	0.00	0.00
Room			5:30 PM-6:15 PM							
	eral Rate: 70.00	000% of key fees	<b>3</b>							
- Congell	erai Kate:	•								
1998 - Music Together	2015		Wed Jun 10-Wed Aug	Yes		10	10	7.50	0.00	0.00
MCC Large Meeting	Summer		19	103		10	10	1.50	0.00	0.00
Room			6:30 PM-7:15 PM							

General Rate: 70.0000% of key fees

1999 - Music Together MCC Large Meeting Room Gene	2015 Summer eral Rate: <sup>70.0000</sup> % of key fee	Sat Jun 13-Sat Aug 22 10:00 AM-10:45 AM	Yes	10	10	7.50	0.00	0.00
2000 - Music Together MCC Large Meeting Room	2015 Summer	Sat Jun 13-Sat Aug 22 11:00 AM-11:45 AM	Yes	10	10	7.50	0.00	0.00
Gene	eral Rate: <sup>70.0000</sup> % of key fee	5						
2001 - Ukulele for Fun MCC Large Meeting Room	2015 Summer Pral Rate: <sup>70.0000</sup> % of key fees	Thu Jun 18-Thu Aug 6 7:30 PM-8:15 PM	Yes	7	7	5.25	0.00	0.00
2024 - Ukulele for Parent & Preschooler MCC Large Meeting Room	2015 Summer	Thu Jun 18-Thu Aug 6 5:30 PM-6:15 PM	Yes	7	7	5.25	0.00	0.00
Gene	ral Rate: 70.0000% of key fees	-						
2025 - Ukulele for Parent & Child MCC Large Meeting Room	2015 Summer ral Rate: <sup>70.0000</sup> % of key fees	Thu Jun 18-Thu Aug 6 6:30 PM-7:15 PM	Yes	7	7	5.25	0.00	0.00

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Vendor Number 15605

Purchase Order Requisition Page \_\_\_ of \_\_\_

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Account Number Fund - Function - Expenditure / CP / PG / GT	Extended Price	Unit Price		Description			Item Quantity
Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	Date Requested:		Dale Flunoy	Date Required:	Check box to send PO to vendor		attachments are to be sent with PO
			)	408-813-3043		1 95032	Los Gatos, CA 95032
			Fax#	Telephone		Code	City, State & Zip Code
Department Head Approvals Approval Date	Special Instructions		City of Milpitas Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035	reasul Ful New Hille I I I allow	STREET VICE AND THE STREET	)rive	Irene Saxe 241 Barbara Drive

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Noteworthy Music	
School	
Attention: DebbyLee Macchione	
Address: 1220 Tasman Drive, #457	Tax ID Number: 77 - 0208104
Sunnyvale. CA 94089	0200101
Phone Number: (408) 734-4211	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Noteworthy Music School</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August 31, 2015</u>, in Milpitas, California.

- 1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Keyboards, Guitar, Semi-Private Lessons Beethoven Beginners and Mozart Beginners Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: 72 % of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings 8 and 9
Minimum Participants 2, 4
Maximum Participants 6

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- 7. <u>Insurance.</u> Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. <u>Governing Law and Venue.</u> The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
- 19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRAC	TOR?	_
COMITAC		/)

Date: Wey 28, 2015

Date: 64/15

CITY OF MILPITAS, CALIFORNIA

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Noteworthy Music 1220 Tasman Dr #457 Sunnyvale CA 94089

Instructor ID:

SSN:

Home Phone: (408) 734-4211

### **Letter of Agreement**

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instr Instructor Role	uctor # Weeks	# Days		# Up-front Prep.Hrs.	
2227 - Keyboards Level I MSRC Classroom 146	2015 Summer		Thu Jun 11-Sat Aug 8 3:30 PM-4:15 PM	Yes	0	0	0.00	0.00	0.00
Gene	eral Rate: <sup>72.</sup>	0000% of key fee	98						
2228 - Keyboards Level I MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 3:30 PM-4:15 PM	Yes	9	9	6.75	0.00	0.00
Gene	eral Rate: <sup>72.</sup>	0000% of key fee	es						
2229 - Keyboards Level I MSRC Classroom 146	2015 Summer		Fri Jun 12-Fri Aug 7 4:20 PM-5:05 PM	Yes	8	8	6.00	0.00	0.00
Gene	eral Rate: <sup>72.</sup>	0000% of key fee	es						
2230 - Keyboards Level I MSRC Classroom 146	2015 Summer		Sat Jun 13-Sat Aug 8 11:30 AM-12:15 PM	Yes	8	8	6.00	0.00	0.00
Gene	eral Rate: <sup>72.</sup>	0000% of key fee	s						
2231 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer	·	Thu Jun 11-Sat Aug 8 4:20 PM-5:05 PM	Yes	0.	0	0.00	0.00	0.00
Gene	ral Rate: <sup>72.0</sup>	0000% of key fee	s						
2232 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 4:20 PM-5:05 PM	Yes	9	9	6.75	0.00	0.00
Gene	ral Rate: <sup>72.0</sup>	0000% of key fee	s						
2233 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 5:10 PM-5:55 PM	Yes	9	9	6.75	0.00	0.00

General Rate: 72.0000% of key fees

2234 - Keyboards Level 2 & MSRC Classroom		2015 Summer	Fri Jun 12-Fri Aug 7 3:30 PM-4:15 PM	Yes	8	8	6.00	0.00	0.00
	Gene	ral Rate: 72.0000% of key fees	<b>;</b>						
2235 - Keyboards Level 2 & MSRC Classroom	146	2015 Summer	Fri Jun 12-Fri Aug 7 5:10 PM-5:55 PM	Yes	8	8	6.00	0.00	0.00
	Gene	ral Rate: <sup>72.0000</sup> % of key fees							
2236 - Keyboards Level 2 8 MSRC Classroom	146	2015 Summer	Fri Jun 12-Fri Aug 7 6:00 PM-6:45 PM	Yes	8	8	6.00	0.00	0.00
	Gene	ral Rate: <sup>72.0000</sup> % of key fees							
2237 - Keyboards Level 2 8 MSRC Classroom	146	2015 Summer	Sat Jun 13-Sat Aug 8 10:40 AM-11:25 AM	Yes	8	8	6.00	0.00	0.00
	Gene	ral Rate: <sup>72.0000</sup> % of key fees							
2239 - Semi-Private Keyboo Level 2 & Up MSRC Classroom		2015 Summer	Fri Jun 12-Fri Aug 7 6:45 PM-7:30 PM	Yes	8	8	6.00	0.00	0.00
	Gene	ral Rate: <sup>72,0000</sup> % of key fees							
2240 - Guitar Level 1 MSRC Classroom	146	2015 Summer	Wed Jun 10-Wed Aug 5 3:45 PM-4:30 PM	Yes	9	9	6.75	0.00	0.00
	Gener	ral Rate: 72.0000% of key fees							
2241 - Guitar Level 2 MSRC Classroom		2015 Summer	Wed Jun 10-Wed Aug 5 4:30 PM-5:15 PM	Yes	9	9	6.75	0.00	0.00
	Gener	al Rate: 72.0000% of key fees							
2242 - Guitar Level 2 MSRC Classroom		2015 Summer	Wed Jun 10-Wed Aug 5 5:15 PM-6:00 PM	Yes	<b>9</b>	9	6.75	0.00	0.00
	Gener	al Rate: 72.0000% of key fees							
2243 - Beethoven Beginners MSRC Classroom	146	2015 Summer	Sat Jun 13-Sat Aug 8 9:00 AM-9:45 AM	Yes	8	8	6.00	0.00	0.00
	Gener	al Rate: 72.0000% of key fees							
2244 - Mozart Masters MSRC Classroom	146	Summer	Sat Jun 13-Sat Aug 8 9:45 AM-10:30 AM	Yes	. 8	8	6.00	0.00	0.00
	Gener	al Rate: 72.0000% of key fees							

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

2743 - Beethoven Beginners MSRC Classroom 146

2015 Summer

Sat Jun 13-Sat Aug 8 12:20 PM-1:05 PM

Yes

8 6.00

0.00

General Rate: 72.0000% of key fees

RS II

0.00

### City of Milpitas 455 E. Calaveras Blvd., Milpitas CA 95035

Vendor Number 13785

Purchase Order Requisition Page \_\_\_of\_\_\_

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	Depreciable? If yes, use PO# EQ		( <sup>™</sup> attach quotes)	(*attach Agenda & Minutes)	(*atta	
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For Accounting Use Only		]		T IIST:	Requestor Check-on list:	Kednesi
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Account Number Fund - Function - Expenditure / CP / PG / GT	Unit Extended Price		Description	Unit of Measure	Quantity Me:	ltem (
Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	Ext. Date Requested:	Dale Flunoy 3228	Date Required:	Check box to send PO to vendor		attachments are to be sent with PO
			408-734-4211		Sunnyvale, CA 94089	Sunnyvale
		Fax#	Telephone		Zip Code	City, State & Zip Code
September of Manual Control of the C	Province in the control of the contr	City of Milpitas Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035		<b>#7</b>	Noteworthy Music 1220 Tasman Drive, #7	Noteworthy Music 1220 Tasman Driv
Denartment Head Approvals	Special Instructions	Ship To	Reason For Recommendation	Recommended Supplier / Contact / Street Address	ded Supplier / o	Recommend

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Jeannette Bumagat	
Address: 296 N. Milpitas Blvd.	Tax ID Number: -
Milpitas, CA 95035	586-38-8524
Phone Number: (408) 262-0770	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Jeannette Bumagat</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 1, 2015</u> to <u>September 30, 2015</u>, in Milpitas, California.

- 1. <u>Independent Contractor.</u> At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Basketball Camps</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: 65 % of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. <u>Severability</u>. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

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UU	$\mathbf{I}$	KA	J	v	K:

Date: May 27, 2015

CITY OF MILPITAS, CALIFORNIA

By: Pence Joventson

Date:  $\frac{l\varrho/4/15}{}$ 

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

**Jeannette K Bumagat** 296 N. Abbott Ave. Milpitas CA 95035

Instructor ID:

SSN:

Home Phone: (408) 688-1995

### **Letter of Agreement**

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.	
2303 - SBS Basketball Camp 3rd 8 4th Grade MSC Gymnasium	2015 Summer		Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes		0	0	0.00	0.00	0.00	
Gener	al Rate: 65.0	0000% of key fees									
2304 - SBS Basketball Camp 3rd 8 4th Grade MSC Gymnasium Gener	Summer	0000% of key fees	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes		1	5 **	30.00	0.00	0.00	
2305 - SBS Basketball Camp 3rd & 4th Grade MSC Gymnasium	2015 Summer		Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00	
Gener	al Rate: <sup>65.0</sup>	000% of key fees									
2306 - SBS Basketball Camp 3rd & 4th Grade MSC Gymnasium	2015 Summer		Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes		1	4	24.00	0,00	0.00	
Gener	al Rate: <sup>65.0</sup>	000% of key fees									
2307 - SBS Basketball Camp 3rd & 4th Grade MSC Gymnasium	2015 Summer		Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00	
Genera	al Rate: <sup>65.0</sup>	000% of key fees									
2308 - SBS Basketball Camp 3rd & 4th Grade MSC Gymnasium	Summer		Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes		1,	5	30.00	0.00	0.00	

General Rate: 65.0000% of key fees

2309 - SBS Basketball Camp 3rd & 2015 4th Grade Sum MSC Gymnasium		Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
General Ra	te: 65.0000% of key fees						
2310 - SBS Basketball Camp 5th & 2015 6th Grade Sumi MSC Gymnasium		Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes	0	0 0.00	0.00	0.00
General Ra	te: 65.0000% of key fees						
2311 - SBS Basketball Camp 5th & 2015 6th Grade Summ MSC Gymnasium		Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
General Rat	te: 65.0000% of key fees						
2312 - SBS Basketball Camp 5th & 2015 6th Grade Sumr MSC Gymnasium		Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
General Rat	te: 65.0000% of key fees						
2313 - SBS Basketball Camp 5th & 2015 6th Grade Sumr MSC Gymnasium		Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes	1	4 24.00	0.00	0.00
General Rat	e: 65.0000% of key fees						
2314 - SBS Basketball Camp 5th & 2015 6th Grade Summ MSC Gymnasium		Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes	<b>1</b>	5 30,00	0.00	0.00
2315 - SBS Basketball Camp 5th & 2015 6th Grade Sumn MSC Gymnasium		Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
General Rate	e: 65.0000% of key fees						
2316 - SBS Basketball Camp 5th & 2015 6th Grade Sumn MSC Gymnasium General Rate		Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1 .	5 30.00	0.00	0.00
2317 - SBS Basketball Camp 7th & 2015 8th Grade Summ MSC Gymnasium		Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes	0	0.00	0.00	0.00
General Rate	e: 65.0000% of key fees						

2318 - SBS Basketball Camp 7th 8th Grade MSC Gymnasium	& 2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
Gene	eral Rate: <sup>65,0000</sup> % of key fee	s					
2319 - SBS Basketball Camp 7th 8th Grade MSC Gymnasium	& 2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
Gene	eral Rate: 65.0000% of key feet	S					
2320 - SBS Basketball Camp 7th 8 8th Grade MSC Gymnasium	& 2015 Summer	Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes	1	4 24.00	0.00	0.00
Gene	ral Rate: <sup>65.0000</sup> % of key fees	3					
2321 - SBS Basketball Camp 7th 8 8th Grade MSC Gymnasium	3 2015 Summer	Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
Gene	ral Rate: <sup>65.0000</sup> % of key fees						
2322 - SBS Basketball Camp 7th 8 8th Grade . MSC Gymnasium	2015 Summer ral Rate: <sup>65.0000</sup> % of key fees	Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
2323 - SBS Basketball Camp 7th & 8th Grade MSC Gymnasium	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
Gener	ral Rate: <sup>65.0000</sup> % of key fees						

### Vendor Number 17374

## City of Milpitas

## Purchase Order Requisition Page \_\_\_of.

455 E. Calaveras Blvd., Milpitas CA 95035

Emergency Procurement form (attach) City Council Approved on (for purchases over \$20,000): South Bay Scholars Attention: Jeannette Bumagat 296 N. Abbott Avenue Sole Source Justification form (attach) Certificate of Insurance Expiration Date: Requestor Check-off list: attachments are to be sent with PO Recommended Supplier / Contact / Street Address Forward Original to Accounting Services, Save a copy for your records Competitive Bidding - 3 quotes received Agreement Dated: Justification Or Intended Use Of Goods or Services Milpitas, CA 95035 City, State & Zip Code Check box if Item (\*attach Agenda & Minutes) \_ Check box to send PO Class payments to vendor \_Yes\*\* (\*\*attach quotes) Reason For Recommendation Date Required: 408-668-1995 Telephone Description City of Milpitas
Dale Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035 Ship To Fax# Dale Flunoy Requested by: not applicable not applicable **-**Inot applicable **,**Inot applicable unot applicable not applicable Sub Total Freight Total Tax Revised 10/6/10 3228 \$20,000.00 \$20,000.00 Unit Price μχ Multiple Account Use PO# MA. City Council Date Requested: Special Instructions CIP Budget Check Signature Approval Acct. Code Check Agreement Dated \$20,000.00 Depreciable? If yes, use PO# EQ\_ nsurance Expires \$20,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Department Head Approvals Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project Account Number Fund - Function - Expenditure / CP / For Accounting Use Only 100-170-4237 Approval Date P0# E. E. Entered by PO Entered on: Ship to Code: Batch # Commodity Code: PG/GT

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Patricia Jensen DBA, Jensen School of Dance	
Address: 1491 N. Milpitas Blvd. Milpitas, CA 95035	Tax ID Number: - 554-94-1203
Phone Number: (408) 262-0770	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and <u>Patricia Jensen DBA</u>, <u>Jensen School of Dance</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August, 31</u>, <u>2105</u>, in Milpitas, California.

- 1. <u>Independent Contractor.</u> At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Talented Tots, Ballet & Tap, Floor Gym, Tumbling, Hip Hop and Ballroom Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: 75 % of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings 4, 5, 6, 8
Minimum Participants 4, 7, 10
Maximum Participants 14, 20, 25, 40

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- 7. <u>Insurance.</u> Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. <u>Governing Law and Venue.</u> The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
- 19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONT	'D' A	CT	'OD	
				_

ensen School of Dancel [Patty Jensen DBA.

CITY OF MILPITAS, CALIFORNIA

nte: 5/26/15

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Jensen School Of Performing Arts
Rtteriki@nrRdttynenhsen
1491 N. Milpitas Blvd.
Milpitas CA 95035

Instructor ID:

SSN:

Home Phone: (408) 262-0770

### **Letter of Agreement**

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor Instructor Role	# Weeks	# Days	# Gen. Hrs.		Ongoing
1968 - Ballet & Tap Combo L	evel 1 2015 Summer		Wed Jun 3-Wed Jun 24 4:45 PM-5:30 PM	Yes	4	4	3.00	0.00	0.00
i Milita	General Rate: <sup>75.</sup>	0000% of key fee	3						
1969 - Ballet & Tap Combo L	Summer		Tue Jun 2-Tue Jun 23 6:00 PM-6:45 PM	Yes	4	4	3.00	0.00	0.00
C	General Rate: <sup>75.</sup>	0000% of key fees	3						
1971 - Ballet Level 1	2015 Summer		Tue Jun 2-Tue Jun 23 4:00 PM-4:45 PM	Yes	4	4	3.00	0.00	0.00
	General Rate: <sup>75.</sup>	0000% of key fees	3						
1972 - Ballet Level 1	2015 Summer		Tue Jul 7-Thu Jul 30 4:15 PM-5:00 PM	Yes	4	8	6.00	0.00	0.00
C	Beneral Rate: <sup>75.</sup>	0000% of key fees	3						
1977 - Gymsters	2015 Summer Seneral Rate: <sup>75.0</sup>	0000% of key fees	Thu Jun 4-Thu Jun 25 4:15 PM-5:00 PM	Yes	4	4	3,00	0.00	0.00
1978 - Gymsters	2015 Summer		Thu Jul 9-Thu Jul 30 4:15 PM-5:00 PM	Yes	4	4	3.00	0.00	0.00
G	eneral Rate: <sup>75.0</sup>	0000% of key fees							
1979 - Floor Gym	2015 Summer		Thu Jun 4-Thu Jun 25 5:00 PM-5:45 PM	Yes	4	4	3.00	0.00	0.00
G G	eneral Rate: <sup>75,0</sup>	0000% of key fees							
1980 - Floor Gym	2015 Summer		Thu Jul 9-Thu Jul 30 5:00 PM-5:45 PM	Yes	4	4	3.00	0.00	0.00
G	eneral Rate: <sup>75.0</sup>	0000% of key fees							

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

General Rate: 75.0000% of key fees

1983 - Talented Tots	2015 Summer	Tue Jun 23-Thu Aug 13 9:30 AM-10:15 AM	Yes	0	0 0.00	0.00 0.00
	General Rate: 75.0000% of k	ey fees				
1984 - Talented Tots	2015 Summer	Tue Jun 23-Thu Jul 16 9:30 AM-10:15 AM	Yes	4	8 6.00	0.00 0.00
	General Rate: 75.0000% of k	ey fees				
1985 - Talented Tots	2015 Summer	Tue Jul 21-Thu Aug 13 9:30 AM-10:15 AM	Yes	4	8 6.00	0.00 0.00
	General Rate: 75.0000% of k	ey fees				
1986 - Talented Tots	2015 Summer	Tue Jun 23-Tue Jul 14 9:30 AM-10:15 AM	Yes	4	4 3.00	0.00 0.00
	General Rate: 75.0000% of k	ey fees				
1987 - Talented Tots	2015 Summer	Tue Jul 21-Tue Aug 11 9:30 AM-10:15 AM	Yes	4	4 3.00	0.00 0.00
	General Rate: 75.0000% of ke	ey fees				
1988 - Talented Tots	2015 Summer	Thu Jul 23-Thu Aug 13 9:30 AM-10:15 AM	Yes	4	4 3.00	0.00 0.00
	General Rate: 75.0000% of ke	ey fees				
1989 - Tiny Stars Dance	2015 Summer	Tue Jun 23-Thu Jul 16 10:15 AM-11:00 AM	Yes	4	8 6.00	0.00
	General Rate: 75.0000% of ke	ey fees				
1990 - Tiny Stars Dance	2015 Summer	Tue Jul 21-Thu Aug 13 10:15 AM-11:00 AM	Yes	4	8 6.00	0.00 0.00
	General Rate: 75.0000% of ke	ey fees				
2375 - Little Stars Summers Adventures 1 MCC Preschool Ro 2/3	2015 Summer oom	Mon Jun 22-Fri Aug 14 9:00 AM-11:30 AM	Yes	<b>0</b>	0 0.00	0.00 0.00

2638 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer	Mon Jun 22-Fri Jul 17 9:00 AM-11:30 AM	Yes	4	11 27.50	0.00	0.00
Gen	eral Rate: 75.0000% of key fee	es					
2641 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer eral Rate: <sup>75.0000</sup> % of key fee	Mon Jul 20-Fri Aug 14 12:30 PM-3:00 PM s	Yes	4	12 30.00	0.00	0.00
Gen	erai Nate.						
2642 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer	Tue Jun 23-Thu Jul 16 9:00 AM-11:30 AM	Yes	4	8 20.00	0.00	0.00
Gene	eral Rate: 75.0000% of key fee.	s					
2645 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer	Tue Jul 21-Thu Aug 13 12:30 PM-3:00 PM	Yes	4	8 20.00	0.00	0.00
Gene	eral Rate: <sup>75.0000%</sup> of key fee	s					
2646 - Little Stars Summers Adventures II MCC Preschool Room 2/3	2015 Summer	Mon Jun 22-Fri Aug 14 9:00 AM-11:30 AM	Yes	0	0 0.00	0.00	0.00
Gene	eral Rate: 75.0000% of key fees						
2648 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer	Mon Jun 22-Fri Jul 17 9:00 AM-11:30 AM	Yes	<b>4</b>	11 27.50	0.00	0.00
Gene	ral Rate: 75.0000% of key fees						
2651 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer	Mon Jul 20-Fri Aug 14 12:30 PM-3:00 PM	Yes	4	12 30.00	0.00	0.00
Gene	ral Rate: 75.0000% of key fees	;					
2652 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer ral Rate: <sup>75.0000</sup> % of key fees	Tue Jun 23-Thu Jul 16 9:00 AM-11:30 AM	Yes	4	8 20.00	0.00	0.00
Gene	rai Kate:						

2656 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer	Tue Jul 21-Thu Aug 13 12:30 PM-3:00 PM	Yes	,	1 :	8 20.00	0.00	0.00
Gene	eral Rate: <sup>75.0000</sup> % of key fee	s						
2695 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer eral Rate: <sup>75.0000</sup> % of key fee:	Mon Jul 20-Fri Aug 14 9:00 AM-11:30 AM	Yes	2	i 1:	2 30.00	0.00	0.00
A CONTRACTOR OF THE CONTRACTOR	rai Rate.							
2696 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer	Mon Jun 22-Fri Jul 17 12:30 PM-3:00 PM	Yes	4	11	27.50	0.00	0.00
Gene	eral Rate: 75.0000% of key fees	S						
2697 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer ral Rate: <sup>75.0000</sup> % of key fees	Tue Jul 21-Thu Aug 13 9:00 AM-11:30 AM	Yes	4	8	3 20.00	0.00	0.00
2698 - Little Stars Summer Time Learining MCC Preschool Room 2/3	2015 Summer	Tue Jun 23-Thu Jul 16 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00
Gene	ral Rate: <sup>75,0000</sup> % of key fees							
2699 - Little Stars Discover/Play MCC Preschool Room 2/3	2015 Summer ral Rate: <sup>75.0000</sup> % of key fees	Mon Jun 22-Fri Jul 17 12:30 PM-3:00 PM	Yes	4	.11	27.50	0.00	0.00
2700 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer	Mon Jul 20-Fri Aug 14 9:00 AM-11:30 AM	Yes	4	12	30.00	0.00	0.00
Gener	ral Rate: <sup>75,0000%</sup> of key fees							
2701 - Little Stars Summer Time Learning MCC Preschool Room 2/3	2015 Summer al Rate: <sup>75.0000</sup> % of key fees	Tue Jun 23-Thu Jul 16 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

2702 - Little Stars Discover/Play MCC Preschool Room

2015 Summer Tue Jul 21-Thu Aug 13 9:00 AM-11:30 AM

Yes

4 8 20.00

0.00

0.00

2/3

General Rate: 75.0000% of key fees

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

**Jensen School Performing Arts** 

Attn: Patty Jensen 1491 N. Milpitas Blvd Milpitas CA 95035 Instructor ID: SSN:

Home Phone:

### **Letter of Agreement**

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

				• ,	•				44	
Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days		# Up-front Prep.Hrs.	
1970 - Talented Tots	2015 Summer		Tue Jun 2-Tue Jun 23 4:30 PM-5:15 PM	Yes	***************************************	4	4	3.00	0.00	0.00
	General Rate: 75.	0000% of key f	ees							
1973 - Mini Campers	2015 Summer		Mon Jun 15-Fri Jun 19 2:30 PM-3:30 PM	Yes		1	5	5.00	0.00	0.00
	General Rate: <sup>75.0</sup>	0000% of key f	ees							
1974 - Young Campers	2015 Summer		Mon Jun 15-Fri Jun 19 2:30 PM-3:30 PM	Yes		1	5	5,00	0.00	0.00
	General Rate: <sup>75.0</sup>	0000% of key fe	ees							
1975 - Junior Campers	2015 Summer		Mon Jun 15-Fri Jun 19 1:00 PM-2:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: <sup>75.0</sup>	0000% of key fe	ees							
1976 - Senior Campers	2015 Summer		Mon Jun 15-Fri Jun 19 1:00 PM-2:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: <sup>75.0</sup>	000% of key fe	ees							
1981 - Mini Fairies	2015 Summer		Mon Jul 13-Fri Jul 17 1:00 PM-2:00 PM	Yes		1	5	5.00	0.00	0.00
•	General Rate: <sup>75.0</sup>	000% of key fe	es							
1982 - Young Fairles	2015 Summer		Mon Jul 13-Fri Jul 17 2:00 PM-3:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: <sup>75.0</sup>	000% of key fe	es							

Vendor Number 15645

### City of Milpitas

455 E. Calaveras Blvd., Milpitas CA 95035

# Purchase Order Requisition Page \_\_ of \_\_

Emergency Procurement form (attach) City Council Approved on (for purchases over \$20,000):

Competitive Bidding - 3 quotes received Yes\*\* No Sole Source Justification form (attach) Certificate of Insurance Expiration Date: Requestor Check-off list: Forward Original to Accounting Services, Save a copy for your records Agreement Dated: Justification Or Intended Use Of Goods or Services attachments are to be sent with PO Milpitas, CA 95035 City, State & Zip Code N Jensen School of Performing Arts 1491 N. Milpitas Blvd. Recommended Supplier / Contact / Street Address Check box if Item Quantity \_ (\*attach Agenda & Minutes) \_ \_ Pre-K Enrichment Payments Class payments Check box to send PO to vendor (\*\*attach quotes) Date Required: Reason For Recommendation 408-262-0770 Telephone Description City of Milpitas
Dale Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035 Ship To Fax# Dale Fluno Requested by not applicable not applicable not applicable not applicable not applicable not applicable Sub Total Freight Total Tax Revised 10/6/10 Multiple Account Use PO# MA 3228 \$60,000.00 \$30,000.00 \$30,000.00 Unit Price ጀ CIP Budget Check City Council \_\_ Acct Code Check Date Requested: Special Instructions Depreciable? If yes, use PO# EQ Agreement Dated Signature Approval \$90,000.00 \$60,000.00 nsurance Expires \$90,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Department Head Approvals Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project For Accounting Use Only Account Number Fund - Function - Expenditure / CP / PG / GT 100-170-4237 100-163-4237 Approval Date PO Entered on: Entered by Batch # P0#\_ Ship to Code: Commodity Code:

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

**Instructor Name**: Mei Wan Chai, an individual dba Center Stage Performing Arts

Address:

2415 San Ramon Valley Blvd. Suite 4393

San Ramon, CA 94538

Phone Number: (408) 707-7158

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Mei Wan Chai, an individual dba Center Stage Performing Arts, ("Contractor"). This Agreement will be in effect from July 1, 2015 through June 30, 2016, in Milpitas, California.

- Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor No Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Milpitas Recreation Children's Theatre Program Center Stage Performing Arts and Annual Tree Lighting Ceremony (see attached Exhibit A)** 
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
- 4. <u>Compensation and City Cancellation Powers.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of each production as herein indicated:

Payment Rate: 90% of program cast fees (excluding the individual \$20 non-resident fee) collected by City at the end of the production. City is not responsible for compensating Contractor for participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of productions: 4 (three productions and Annual Tree Lighting Ceremony)
Minimum Participants (per production): 20
Maximum Participants (per production): 80

- A. In the event of a rehearsal cancellation by the Contractor resulting in a makeup rehearsal, the Contractor payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up rehearsal.
- B. If a production does not reach the stated minimum number of participants prior to the first rehearsal, the City may in its sole discretion cancel the production, without compensation to the Contractor. Likewise, in the event the total number of participants drops below the minimum required production size prior to the beginning of the no-refund cancellation period as set forth in the Recreation Customer Satisfaction Policy, then the City may in its sole discretion cancel the remaining production rehearsals. In that event, the City shall pay Contractor a pro-rated amount only for those production rehearsals taught, up to the time of cancellation.
- C. City will not withhold any amount for federal or state income taxes. All instructors must complete a W-9 form and shall be responsible for payment of any applicable federal or state taxes.
- Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.

### 6. <u>Insurance</u> Insurance requirement waived.

The City Attorney jointly with the Risk Manager (Finance Director) of the City has the authority to waive or vary any provision of Section 6. Any such waiver or variation shall not be effective unless made in writing and included in the Scope of Work attached in Exhibit A.

Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of the Workers' compensation laws of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, the Contractor will therefore not be covered under the City's Worker's Compensation Fund. Additionally, City will not obtain unemployment insurance for the Independent Contractor. Therefore, City's insurance company will not defend or pay out claims brought against an Independent contractor of City. Contractor understands that as an Independent Contractor, he/she are responsible for his/her own insurance and liability coverage. 

Mc Contractor initials

7. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.

- 8. <u>Publicity and Promotion.</u> Contractor grants full permission to the City for use of his/her name and photographs, videographs, motion pictures or recordings for any publicity and promotional purposes without charge to the City.
- 9. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to the first class. Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Parks & Recreation Services representative. The Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 10. <u>Entire Agreement.</u> This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11. <u>Indemnification</u>. Contractor hereby indemnifies and holds harmless and releases and discharges the City of Milpitas, its officers, agents, employees, and volunteers from any and all liability for any injuries to persons or property suffered by any persons(including but not limited to contractor, contractor's employees or students) arising from or connected with this Agreement or Contractor's activities pursuant to this Agreement. Therefore, Contractor evaluated the inherent risks involved in operating his/her activity and has sufficient insurance coverage. <u>Mc</u> Contractor initials
- 12. <u>Governing Law.</u> The laws of the State of California shall govern this Agreement.
- 13. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all local, state, and federal laws, rules, regulations, policies, and guidelines.
- 14. <u>Termination.</u> City may terminate this Agreement for convenience with seven (7) days written notice to Contractor.
- Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Mei Wan Gai CONTRACTOR SIGNATURE REPRESENTATIVE DATE JONE 4, 2015

DATE I

### Center Stage Performing Arts Season 2015-2016 Scope of Work - Exhibit A

### Production Schedule (subject to change) updated version not available

\*Shows and Dates subject to change

Fall 2015 – Seussical, Jr.

Auditions:

Monday & Tuesday, August 26 & 27, 2015

Call Backs:

Wednesday, August 28, 2015

Cast Meeting:

Thursday, August 30, 2015

Rehearsals:

August 30, 2015 – November 7, 2015

**Performances:** 

Friday, November 8, 2015 Saturday, November 9, 2015 Sunday, November 10, 2015 Thursday, November 14, 2015 Friday, November 15, 2015 Saturday, November 16, 2015

School Performances:

Tuesday & Wednesday, November 12 & 13, 2015

Winter 2015 – The Ransom of Emily Jane

**Auditions:** 

Tuesday & Wednesday, November 12 & 13, 2015

**Cast Meeting:** 

Thursday, November 14, 2015

Rehearsals:

November 14 – December 8, 2015

**Performances:** 

Monday, December 9, 2015 Tuesday, December 10, 2015 Wednesday December 11, 2015 Thursday, December 12, 2015

**School Performances:** 

Tuesday & Wednesday, December 10-11, 2015

Annual Tree Lighting Event Sunday, December 1, 2015

Spring 2015 – The Wiz

Auditions:

Monday & Tuesday, January 13 & 14, 2015

Callbacks:

Wednesday, January 15, 2015

Cast Meeting:

Thursday, January 16, 2015

Rehearsals:

January 16 - March 20, 2015

Performances:

Friday, March 21, 2015 Saturday, March 22, 2015 Sunday, March 23, 2015 Thursday, March 27, 2015 Friday, March 28, 2015 Saturday, March 29, 2015 School Performances:

Tuesday & Wednesday, March 25 & 26

2015

Summer 2016 - Chicago

**Auditions:** 

Monday & Tuesday, May 5 & 6, 2016

Callbacks:

Wednesday, May 7, 2016

**Cast Meeting:** 

Thursday, May 8, 2016

Rehearsals:

May 8 - July 17, 2016

Performances:

Friday, July 18, 2016 Saturday, July 19, 2016 Sunday, July 20, 2016 Friday, July 25, 2016 Saturday, July 26, 2016 Sunday, July 27, 2016 Thursday, July 31, 2016 Friday, August 1, 2016

Saturday, August 2, 2016

Camp Performances: Wednesday, July 30, 2016

### Center Stage Performing Arts Season 2015-2016 Scope of Work - Exhibit A

### **Ticket & Concession Sales**

Ticket sales are the sole responsibility of Contractor. Ticket prices and Box Office hours and staffing are to be determined by Contractor. Ticket sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds will go to Contractor.

The purchasing and selling of Performance Concession Sales is the sole responsibility of Contractor. Concession prices are to be determined by Contractor. Concession sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds go to Contractor.

### **Promotional Materials**

### Marketing

Milpitas Recreation Services will market the Center Stage Performing Arts programs provided for the City of Milpitas through the seasonal activity guide, e-blasts, press releases, flyers, marquee and website. Anything additional, i.e., paid ads, will be at the cost of Contractor.

### Printing

Recreation Services will continue to create and print the programs flyers, programs and tickets in the same style and quality that has historically been created. Any promotional printing above and beyond (i.e. full color, glossy print) will be the cost of and responsibility of Contractor.

Information to create flyers, programs and tickets must be reported and communicated to staff in a timely manner and will be determined by Contractor and Milpitas Recreation Marketing Coordinator.

### **Facility Use**

City will provide audition, rehearsal, performance and other program space as needed.

### **Donations**

The City will continue to accept donation on behalf of Contractor should donors wish to donate to the program.

### Insurance

General liability Insurance requirements have been waived jointly by the City of Milpitas' Risk Manager and City Attorney.

City of Milpitas 455 E. Calaveras Blvd., Milpitas CA 95035

Vendor Number 17648

Purchase Order Requisition Page \_\_\_of\_\_\_

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Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	t. Date Requested:	Requested by: Lext.  Dale Flunoy 3228	Date Required:	Check box to send PO to vendor		attachments are to be sent with PO	attach be ser
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		Fax#	Telephone		ode	City, State & Zip Code	City, s
Department Head Approvals   Approval Date   C   H   15	Special Instructions	Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035	Children's Theater Program	Mei-Wan Chai Center Stage Performing Arts 2415 San Ramon Valley Blvd., Suite 4393	erforming on Valley	Mei-Wan Chai Center Stage F 2415 San Ram	Mei-\ Cent 2415

### AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Bay Area Gurukul Attention: Swati Shah	
Address: 1306 Chewpon Ave., Milpitas, CA 95035	Tax ID Number: 46 - 5446717
Phone Number: (408) 942-9004	

This Agreement for Recreation Services is made by and between the City of Milpitas; a municipal corporation of the State of California ("City") and <u>Bay Area Gurukul</u>, an individual or a California corporation ("Contractor") and this Agreement will be in effect from <u>June 8, 2015</u> to <u>August 31, 2105</u>, in Milpitas, California.

- 1. <u>Independent Contractor.</u> At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 2. <u>Contractor Not Agent.</u> Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 3. <u>Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: <u>Art Classes and Children's Classes</u> (see attached scope of service fully incorporated herein)
  - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
  - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
- 4. <u>Compensation.</u> It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate\*\*: 65 % of receipts (resident rate only).

A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

# of class meetings 1, 4, 5
Minimum Participants 4
Maximum Participants 8, 12, 15

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
- 5. <u>Termination</u>. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 6. <u>Licenses and Permits; Compliance with Laws.</u> Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
- Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. 51 Contractor initials.
- 8. <u>Waiver of Subrogation</u>. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 9. <u>Special Risks or Circumstances</u>. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 10. <u>No Assignment.</u> Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
- 11. <u>Permission.</u> Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
- 12. <u>Background Checks.</u> If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
- 13. <u>Entire Agreement.</u> This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 14. <u>Indemnification.</u> Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
- 15. <u>Governing Law and Venue.</u> The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
- 16. <u>Compliance with Applicable Laws.</u> Contractor shall comply with all laws applicable to the performance of the work hereunder.
- 17. <u>Noncompliance and Equal Opportunity</u>. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

- 19. <u>Severability</u>. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
- 20. <u>Counterparts.</u> This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR;	
8.3.82	Date: 06/02/20/5
[Bay Area Gurukul (Swati Shah)]	
CITY OF MILPITAS, CALIFORNIA  By: Winei John Jen	Date: (0/4/15

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Bayarea Gurukul Attenion: Swati \$326\Chewpon Avenue

Milpitas CA 95035

Instructor ID:

SSN:

Home Phone: (408) 942-9004

### **Letter of Agreement**

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor	# Weeks	# Davs	Gen.	# Up-front Prep.Hrs.	Ongoing	
2148 - Dramatic Art Play - Parent & Me MCC Large Meeting Room	2015 Summer		Mon Jul 27-Mon Aug 31 10:00 AM-11:00 AM	Yes	Kole	6	6	6.00	0.00	<u> </u>	
Gene	ral Rate: <sup>65.0</sup>	000% of key fees	•								
2149 - Abacus & Mind Math Champs MCC Large Meeting Room	2015 Summer ral Rate: <sup>65.0</sup>	000% of key fees	Mon Jun 15-Mon Jul 20 4:30 PM-6:00 PM	Yes		5	5	7.50	0.00	0.00	
2150 - Abacus & Mind Math	2015		Mon Aug 3-Mon Aug 31	Yes		5	5	7.50	0.00	0.00	
Champs	Summer		4:30 PM-6:00 PM	168		3	5	7.50	0.00	0.00	
Gener	ral Rate: <sup>65.00</sup>	000% of key fees							,		
2151 - Introduction to Bollywood MCC Preschool Room 1	2015 Summer		Mon Jun 15-Mon Jul 20 4:30 PM-5:15 PM	Yes		6	6	4.50	0.00	0.00	
Gener	al Rate: <sup>65.00</sup>	000% of key fees									
2152 - Introduction to Bollywood MCC Preschool Room 1	2015 Summer		Mon Jul 27-Mon Aug 31 4:30 PM-5:15 PM	Yes		6	6	4.50	0.00	0.00	
Gener	al Rate: <sup>65.00</sup>	000% of key fees									
MCC Preschool Room 1			Mon Jun 15-Mon Jul 20 5:30 PM-6:30 PM	Yes		6	6	6.00	0.00	0.00	
Gener	al Rate: <sup>65.00</sup>	000% of key fees									
	2015 Summer		Mon Jul 27-Mon Aug 31 5:30 PM-6:30 PM	Yes		6	6	6.00	0.00	0.00	

General Rate: 65.0000% of key fees

2158 - Little Artist MCC Art Room	2015 Summer	Tue Jul 14-Tue Aug 25 9:45 AM-10:30 AM	Yes	6	6 4.50	0.00	0.00
Gei	neral Rate: 65.0000% of key fee	es					
2159 - Young Blooming Artist MCC Preschool Room		Tue Jun 16-Tue Jul 28 10:00 AM-11:00 AM	Yes	5	5 5.00	0.00	0.00
Ger	neral Rate: <sup>65.0000</sup> % of key fee	es					
2160 - Young Blooming Artist	2015 Summer	Thu Jul 30-Thu Aug 27 4:00 PM-5:00 PM	Yes	5	5 5.00	0.00	0,00
Ger	neral Rate: <sup>65,0000</sup> % of key fee	es					
2161 - Shikhoo Hindi MCC Preschool Room	2015 1 Summer	Wed Jun 10-Wed Jul 15 4:00 PM-5:00 PM	Yes	6	6 6.00	0.00	0.00
Ger	eral Rate: 65.0000% of key fee	es					
2162 - Shikhoo Hindi	2015 Summer	Wed Jul 22-Wed Aug 26 4:00 PM-5:00 PM	Yes	6	6 6.00	0.00	0.00
Gen	eral Rate: 65.0000% of key fee	s					
2164 - Fun-O-Math Level 1 MCC Small Meeting Room	2015 Summer	Thu Aug 6-Thu Aug 27 10:00 AM-10:50 AM	Yes	4	4 3.33	0.00	0.00
Gen	eral Rate: 65.0000% of key fee	s					
2165 - Fun-O-Math Level 1	2015 Summer	Thu Aug 6-Thu Aug 27 4:10 PM-5:00 PM	Yes	4	4 3.33	0.00	0.00
Gen	eral Rate: 65.0000% of key fee	S					
2166 - Fun-O-Math Level 2	2015 Summer	Thu Aug 6-Thu Aug 27 5:10 PM-6:00 PM	Yes	4	4 3.33	0.00	0.00
Gen	eral Rate: <sup>65.0000</sup> % of key fees	S					
2167 - Phonics - Level 1	2015 Summer	Fri Aug 7-Fri Aug 28 3:10 PM-4:00 PM	Yes	4	4 3.33	0.00	0.00
Gen	eral Rate: <sup>65,0000</sup> % of key fees	S					
2168 - Phonics - Level 2	2015 Summer	Fri Aug 7-Fri Aug 28 4:10 PM-5:00 PM	Yes	4	4 3.33	0.00	0.00
Gen	eral Rate: <sup>65,0000</sup> % of key fees	5					

2170 - Calligraphy	2015 Summer	Fri Aug 7-Fri Aug 28 5:15 PM-6:15 PM	Yes	4	4 4.00	0.00	0.00
Gen	eral Rate: 65.0000% of key fee	98					
2171 - Namaste Yoga Workshop Cracolice Dance Room	Summer	Sat Jun 27-Sat Jun 27 8:30 AM-10:30 AM	Yes	1	1 2.00	0.00	0.00
Gen	eral Rate: 65.0000% of key fee	es					
2172 - Namaste Yoga Workshop Cracolice Dance Room	Summer	Sat Aug 1-Sat Aug 1 8:30 AM-10:30 AM	Yes	1	1 2.00	0.00	0.00
Gene	eral Rate: <sup>65.0000</sup> % of key fee	es					
2173 - Shikhoo Hindi Camp Cracolice Art Room	2015 Summer	Mon Jul 6-Fri Jul 10 9:00 AM-12:00 PM	Yes	1	5 15.00	0.00	0.00
Gene	eral Rate: <sup>65.0000</sup> % of key fee	S					
2174 - Yoga Camp Cracolice Art Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes	1	5 15.00	0.00	0.00
Gene	eral Rate: <sup>65.0000</sup> % of key fee	S					
2175 - Earth Science Camp Cracolice Art Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00	0.00
Gene	eral Rate: 65.0000% of key fee	S					
2176 - Earth Science Camp Cracolice Art Room		Mon Jul 20-Fri Jul 24 9:00 AM-12:00 PM	Yes	<b>1</b> /;	5 15.00	0.00	0.00
Gene	ral Rate: <sup>65.0000</sup> % of key fees						
2177 - Fusion Art Camp	2015 Summer	Mon Aug 3-Fri Aug 7 9:00 AM-12:00 PM	Yes	1	5 15.00	0.00	0.00
Gene	ral Rate: <sup>65,0000</sup> % of key fees	S					
2178 - Fusion Art Camp	2015 Summer	Mon Aug 3-Fri Aug 7 9:00 AM-3:00 PM	Yes	+ <b>1</b>	5 30.00	0.00	0.00
Gene	ral Rate: <sup>65,0000</sup> % of key fees	i					
2179 - Space Camp Cracolice Art Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	. 1	5 30.00	0.00	0.00
Gene	ral Rate: <sup>65.0000</sup> % of key fees						

2180 - Space Camp Cracolice Art Room Ger	2015 Summer eral Rate: <sup>65.0000</sup> % of key fee	Mon Jul 27-Fri Jul 31 9:00 AM-12:00 PM s	Yes	1	5 15.00	0.00
2181 - Ocean Camp Cracolice Art Room	2015 Summer	Mon Jun 8-Fri Jun 12 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00 0.00
Ger	eral Rate: 65.0000% of key fee	S				
2182 - Ocean Camp Cracolice Art Room	2015 Summer	Mon Jun 8-Fri Jun 12 9:00 AM-12:00 PM	Yes	1	5 15.00	0.00 0.00
Gen	eral Rate: <sup>65,0000</sup> % of key fees	8				
2183 - Art Camp	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00 0.00
Gen	eral Rate: <sup>65,0000</sup> % of key fees	3				
2184 - Art Camp	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes	1	5 15.00	0.00
Gen	eral Rate: <sup>65,0000</sup> % of key fees	<b>S</b>				
2185 - Drawing Camp	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5 30.00	0.00 0.00
Gen	eral Rate: 65.0000% of key fees					
2186 - Drawing Camp	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes	<b>1</b>	5 15.00	0.00 0.00
Gen	eral Rate: <sup>65.0000</sup> % of key fees	The Asset of Con-				

457 E. Calaveras Blvd. Milpitas, CA, 95035 (408) 586-3210

Instructor

Bayarea Gurukul Attention: Swati \$\$\$\$\$VATTENAIOEMENT Programs

Milpitas CA 95035

Instructor ID:

SSN:

Home Phone: (408) 957-0493

### **Letter of Agreement**

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor Instructor Role	# Weeks		Ocii.	# Up-front Prep.Hrs.	Ongoing
2658 - Pre K Art Camp MCC Preschool Room 1	2015 Summer		Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
Gene	ral Rate: <sup>70</sup>	.0000% of key f	9 <del>0</del> 8						
2659 - Pre K Art Camp MCC Preschool Room 1	2015 Summer		Mon Aug 10-Fri Aug 14 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
Gene	ral Rate: <sup>70.</sup>	0000% of key f	ees						
2661 - Fun-O-Math MCC Preschool Room 1	2015 Summer		Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
Gene	ral Rate: <sup>70.</sup>	0000% of key fe	ees						
2662 - Fun-O-Math MCC Preschool Room 1			Mon Aug 17-Fri Aug 21 9:00 AM-12:00 PM	Yes	1	· 5 <sub>.</sub>	15.00	0.00	0.00
Gene	ral Rate: <sup>70.</sup>	0000% of key fe	ees						
2663 - Science Wiz Camp MCC Preschool Room 1	2015 Summer		Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
Gener	ral Rate: <sup>70.0</sup>	0000% of key fe	es						
2664 - Science Wiz Camp MCC Preschool Room 1	2015 Summer		Mon Aug 24-Fri Aug 28 9:00 AM-12:00 PM	Yes	. 1	5	15.00	0.00	0.00
Gener	al Rate: <sup>70,0</sup>	0000% of key fe	es						

## Vendor Number 17322

## Purchase Order Requisition Page \_\_\_of\_\_\_

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

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100-170-4237	\$20	\$20,000.00			Class payments		_	
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Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	Date Requested:	Ext. 3228	Requested by:  Dale Flunoy	Date Required:	to vendor		attachments are to be sent with PO	attachments be sent with
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forenten ours			City of Milpitas Dale Flunoy 457 E. Calaveras Blvd. Milpitas, CA 95035			ul Shaw Avenue	Bay Area Gurukul Attention: Swati Shaw 1306 Chewpon Avenue	Attent
Department Head Approvals   Approval Date	Special Instructions		Ship To	Reason For Recommendation	Recommended Supplier / Contact / Street Address	plier / Contact	mended Sup	Recom